

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hilex Poly Co. LLC		03/15/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	76622915	BAG-TO-BAG	
Serial Number:	76622912	BAG-2-BAG	
Serial Number:	78953781	ENVIRO COUNT RACK & BAG SYSTEM	
Serial Number:	78953772	ENVIRO COUNT	
Serial Number:	76651733	QUIKSAK	
Registration Number:	1545363	AUTO-MATE	
Registration Number:	1524462	ENVIRO-MATE	
Registration Number:	1677625	ENVIROMULCH	
Registration Number:	1378137	HELPMATE 3000	
Registration Number:	1414275	HELPMATE, JR.	
Registration Number:	1653101	JAWS	
Registration Number:	1524470	MINIMATE	
Registration Number:	1699137	ONE TOUCH	

OP \$565.00 76622915

900072488

TRADEMARK
REEL: 003506 FRAME: 0405

Registration Number:	1423948	QUIKMATE
Registration Number:	1766706	QUIKMATE EZ
Registration Number:	1855172	QUIKMATE MINI
Registration Number:	2911503	QUIKSERV
Registration Number:	2316520	QUIKSTAR
Registration Number:	2132866	QUIKTAB
Registration Number:	1429267	ROLLMATE
Registration Number:	1524547	ROLLMATE II
Registration Number:	2134942	SRM

CORRESPONDENCE DATA

Fax Number: (202)293-6330

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (202) 956-7685

Email: carrierr@sullcrom.com

Correspondent Name: Rita M. Carrier

Address Line 1: 1701 Pennsylvania Avenue, N.W.

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	Rita M. Carrier
Signature:	/Rita M. Carrier/
Date:	03/23/2007

Total Attachments: 8

source=MSSF_Hilex Trademark Agreement#page1.tif

source=MSSF_Hilex Trademark Agreement#page2.tif

source=MSSF_Hilex Trademark Agreement#page3.tif

source=MSSF_Hilex Trademark Agreement#page4.tif

source=MSSF_Hilex Trademark Agreement#page5.tif

source=MSSF_Hilex Trademark Agreement#page6.tif

source=MSSF_Hilex Trademark Agreement#page7.tif

source=MSSF_Hilex Trademark Agreement#page8.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of March 15, 2007, by HILEX POLY CO. LLC, a Delaware limited liability company (the "Grantor"), the address of which is 101 East Carolina Avenue, Hartsville, South Carolina 29550, in favor of MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation ("Morgan Stanley"), the address of which is 1585 Broadway, New York, New York 10036, individually and in its capacity as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for certain lenders from time to time party to the below defined Credit Agreement (the "Lenders").

W I T N E S S E T H

WHEREAS, certain lenders and Morgan Stanley, as agent, entered into that certain Credit Agreement, dated as of October 18, 2005, with the Grantor, as borrower, and the other credit parties party thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "2005 Credit Agreement");

WHEREAS, in connection with the 2005 Credit Agreement, the Grantor, the other grantors named therein, and Morgan Stanley, as agent, entered into that certain Security Agreement, dated as October 18, 2005 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "2005 Security Agreement"), pursuant to which the Grantor and the other grantors therein granted a security interest in substantially all of their assets to Morgan Stanley, for itself and the ratable benefit of the other lenders;

WHEREAS, pursuant to the 2005 Security Agreement, the Grantor executed and delivered to Morgan Stanley, as agent, for itself and the ratable benefit of the other lenders, a Trademark Security Agreement (the "2005 Trademark Security Agreement");

WHEREAS, pursuant to that certain Amended and Restated Second Lien Credit Agreement, dated as of the hereof, by and among the Grantor, the other Credit Parties party thereto, the Agent and the Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make the Loans as set forth in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Grantor, the other Grantors named therein and the Agent have entered into that certain Amended and Restated Security Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor and the other Grantors therein have granted a security interest in substantially all of their assets to the Agent, for itself and the ratable benefit of the Lenders;

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for itself and the ratable benefit of the Lenders, this Amended and Restated Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees to amend and restate the 2005 Trademark Security Agreement in its entirety as follows:

1. DEFINED TERMS. All capitalized terms used herein but not otherwise defined herein shall have the meanings given them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor has previously granted, and hereby grants, to the Agent, on behalf of itself and the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all applications, divisional applications, registrations, renewals, extensions, and foreign applications and registrations relating to each Trademark;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against any third party for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided, however, that the Trademark Collateral shall not include any rights or interests of the Grantor under any Trademark License, if, and solely to the extent that, the granting of a security interest in favor of the Agent with respect to such Trademark License would cause a default under the express terms of such Trademark License (other than to the extent that any such term would be rendered ineffective pursuant to the Code (including, without limitation, with respect to any Account, payment intangible, Chattel Paper or promissory note) or any other applicable law, including, without limitation, the Bankruptcy Code or principles of equity), provided further, however, that immediately upon the ineffectiveness, lapse, amendment or termination of any such term, such Trademark License shall (without any further action or delivery by any Person) constitute Trademark Collateral (and the Grantor shall be deemed to have granted a security interest therein) hereunder as if such provision had never been in effect. The Grantor hereby agrees and acknowledges that the foregoing exclusion shall not in any way be construed to limit, impair or otherwise affect the Agent's unconditional continuing security interests in and liens upon any rights or interests of the Grantor in or to monies due or to become due under any Trademark License or any other proceeds from the sale, license, lease or other disposition of

such Trademark License, and the Grantor agrees that it shall use commercially reasonable efforts prior to entering into any such Trademark License to cause the grant of the security interest in favor of the Agent in such Trademark License, as contemplated hereunder, to be permitted thereunder. Notwithstanding the foregoing, the Trademark Collateral shall not include any United States intent-to use application relating to any Trademark to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under federal law.

The foregoing grant of security interest in this Section 2 confirms the grant of a security interest in the Trademark Collateral to secure the Obligations made in the 2005 Trademark Security Agreement and continues in all respects the grant therein without in any way causing any interruption in continuity from such earlier grant.

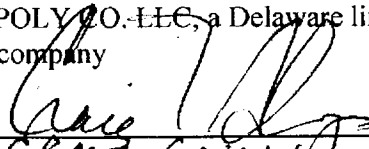
3. SECURITY AGREEMENT. The security interest continued and granted pursuant to this Amended and Restated Trademark Security Agreement is continued and granted in conjunction with the security interests continued and granted to the Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS THAT WOULD OTHERWISE REQUIRE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HILEX POLY CO. LLC, a Delaware limited liability company

By: 
Name: CRAG GLYNN
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

MORGAN STANLEY SENIOR FUNDING, INC., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HILEX POLY CO. LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MORGAN STANLEY SENIOR FUNDING, INC., as Agent

By: *[Signature]*
Name: *Brian Bruce*
Title: *Authorized Signatory*

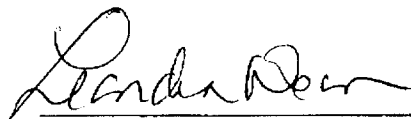
ACKNOWLEDGMENT OF GRANTOR

STATE OF California)

ss.

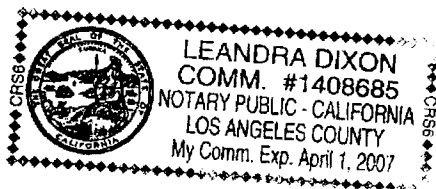
COUNTY OF Los Angeles)

On this 14th day of March, 2007 before me personally appeared Craig Glyn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hilex Poly Co. LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}



SIGNATURE PAGE TO TRADEMARK
SECURITY AGREEMENT
(SECOND LIEN)
DC_LAN01:219094

TRADEMARK
REEL: 003506 FRAME: 0412

SCHEDULE I
to the
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARKS - DOMESTIC

Country	Trademark	Registration Number	Status	Renewal Date
USA	AUTO-MATE	1,545,363		6/27/2009
USA	ENVIRO-MATE	1,524,462		2/14/2009
USA	ENVIROMULCH	1,677,625		3/3/2012
USA	HELPMATE 3000	1,378,137	EXPIRED/CANCELED	N/A
USA	HELPMATE, JR.	1,414,275	Not renewed 5/17/2006	10/21/2006
USA	JAWS	1,653,101		8/6/2011
USA	MINIMATE	1,524,470		2/14/2009
USA	ONE TOUCH	1,699,137		11/4/2011
USA	QUIKMATE	1,423,948		2/22/2017
USA	QUIKMATE EZ	1,766,706		4/20/2013
USA	QUIKMATE MINI	1,855,172		11/5/2014
USA	QUIKSERV	2,911,503	REGISTERED	12/14/2024
USA	QUIKSTAR	2,316,520		2/8/2020
USA	QUIKTAB	2,132,866		1/27/2018
USA	ROLLMATE	1,429,267	Samples submitted 1/16/2007	2/17/2007
USA	ROLLMATE II	1,524,547		2/14/2009
USA	SRM	2,134,942		2/3/2008
PENDING				
USA	BAG-TO-BAG	76/622,915	PENDING	
USA	BAG-2-BAG	76/622,912	PENDING	
USA	ENVIRO COUNT RACK & BAG SYSTEM	78/953,781	PENDING	
USA	ENVIROCOUNT	78/953,772	PENDING	
USA	QUIKSAK	76/651,733	Filed 12/12/2005	

SCHEDULE I
to the
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARKS - FOREIGN

Country	Trademark	Application No.	REG NO.	Registration Date	Status	RENEWAL DATE
Australia	QUIKMATE		513123		Registered	6/19/2016
Australia	ROLLMATE		513454		Registered	6/23/2006
Belgium	MINIMATE		455119		Registered	1/6/2009
Belgium	ROLLMATE		446440		Registered	5/25/2008
Benelux	MINIMATE		485119		Registered	
Benelux	ROLLMATE		446440		Registered	
Canada	ENVIRO-MATE		368,784		Registered	5/18/2020
Canada	JAWS		386,197		Registered	6/28/2021
Canada	MINIMATE		369092		Registered	6/1/2020
Canada	QUIKMATE II		369977		Registered	11/18/2009
Canada	QUIKMATE-EZ		435864		Registered	11/18/2009
Canada	QUIKSERV	(SN)1176916	664,671	5/18/2006	Registered	5/18/2021
Canada	QUIKSTAR		536915		Registered	11/8/2015
Canada	QUIKTAB		527021		Registered	4/26/2015
Canada	ROLLMATE		332459		Registered	9/25/2017
Canada	ROLLMATE II		368,554		Registered	5/11/2020
Canada	TWINMATE		359330		Registered	8/11/2004
Denmark	AUTO-MATE		0783-1991		Registered	2/1/2011
Finland	ENVIRO-MATE		115285		Registered	12/5/2011
Finland	MINIMATE		115019		Registered	11/20/2011
Finland	QUIKMATE		115020		Registered	11/20/2011
Finland	ROLLMATE		115021		Registered	11/20/2011
France	MINIMATE		1514100		Registered	2/13/2009
France	ROLLMATE		1674778		Registered	7/21/2008
Germany	MINIMATE		1144910		Registered	3/1/2009
Germany	ROLLMATE		1136186		Registered	5/26/2008
Holland	MINIMATE		455119		Registered	1/6/2009
Holland	ROLLMATE		446440		Registered	5/25/2008
Ireland	MINIMATE		130665		Registered	1/12/2010
Ireland	ROLLMATE		127158		Registered	6/13/2009
Japan	ROLLMATE		2386624		Registered	
Luxembourg	MINIMATE		455119		Registered	1/6/2009
Luxembourg	ROLLMATE		446440		Registered	5/25/2008
Mexico	QUIKFOLD	(SN)599396	807904		Registered	
Mexico	QUIKSERV	(SN) 599397	807985		Registered	
Mexico	QUIKTAB		547731		Registered	4/10/2007
Mexico	QUIKSTAR		697197		Registered	2/9/2009
New Zealand	AUTO-MATE		195683		Registered	8/24/2010
New Zealand	MINIMATE		195687		Registered	8/24/2010
New Zealand	ROLLMATE		195684		Registered	8/24/2010
New Zealand	QUIKMATE		194472		Registered	
Switzerland	ENVIROMATE/RCB		402,593		Registered	
U.K./Great Britain	ROLLMATE		1345196		Registered	5/21/2015

PENDING

Puerto Rico	QUIKFOLD				PENDING	
Puerto Rico	QUIKSERV				PENDING	

NOT RENEWED

U.K./Great Britain	AUTO-MATE		1395792		Not Renewed 3/3/2006	8/23/2006
U.K./Great Britain	MINIMATE		1369185		Not Renewed 3/3/2006	1/6/2006
Ireland	AUTO-MATE		135391		Not Renewed 3/3/2006	8/21/2006
Canada	QUIKFOLD	(SN)1176915			Not Renewed 3/3/2006	
Canada	AUTO-MATE		381077		Not Renewed 3/3/2006	3/8/2006
Australia	AUTO-MATE		513455		Not Renewed 3/3/2006	6/23/2006
Australia	ENVIRO-MATE		513122		Not Renewed 3/3/2006	6/16/2006
Australia	MINIMATE		513457		Not Renewed 3/3/2006	6/23/2006